LANDLORD AND TENANT—LEASE—CREATION OF LIEN.—BRADFORD ET AL v. ROBERTS, 104 PAC. 391 (COLO.).—*Held,* that a lease on a farm, giving the lessor a share of the crops and the right, on the lessee's failing to do the necessary work, to do it himself and deduct the value thereof from the lessee's share of the crops, does not create a lien for the value of such labor in the lessor's favor, and a chattel mortgage of the lessee on his interest is good as against the lessor.

The landlord's lien on crops for rent and advances is created by a lease of lands to be cultivated for a specific portion of the crops. Where by the lease the lessee is to gather and deliver the lessor's share to him, but fails, and the lessor does the necessary work, he has a lien for so doing. *Secrest v. Stivers,* 35 Ia. 580. But a lease contract, providing that no grain should be sold or removed by the lessee, but such as remained should be bought by the lessor, gives the latter no lien which he can enforce against a *bona fide* mortgagee of the hay crop, without notice of the terms of the lease. *Marshall et al v. Luiz et al,* 115 Cal. 622. And a lease giving landlord first lien on the property of lessee as security for rent is, in effect, a chattel mortgage, and if unrecorded gives a title inferior to that created by an assignment for the benefit of lessee's creditors. *Packard v. Chicago Title & Trust Co.,* 67 Ill. App. 598. Nor does a provision that lessee shall dispose of no produce until payment of the rent and other items, reserve a lien, and the produce may be attached as the property of the lessee. *Beers v. Field,* 69 Vt. 533.

LANDLORD AND TENANT—LIABILITY FOR RENT—DESTRUCTION OF BUSINESS.—O'BYRNE V. HENLEY, 50 So. 83 (ALA.).—If the premises are leased for the purpose of carrying on a certain business and such business is totally destroyed, it is analogous to a physical destruction of the premises, and the liability of the tenant to pay rent ceases.

The common law rule was that the tenant was liable for rent even though the premises were destroyed by an unforeseen or inevitable accident, or by an act of the public enemy, unless otherwise stipulated. Taylor on *Landlord and Tenant,* Sect. 377. However, where there was a stipulation that the tenant should not be liable for rents if the premises or business should be destroyed by such causes, it was held that acts of the law were not included in this stipulation, but must be expressly stipulated in order to be effective. *Abadie v. Berges,* 41 La. Ann. 281. It is pretty well established that liability for rent does not cease because of an interference by law subsequent to the lease, unless expressly provided. *McLarren v. Spalding,* 2 Cal. 510; *Nichols v. Byrne,* 11 La. 170. And this is true even though such law is passed before the commencement of the term. *Kerley v. Mayer,* 31 N. Y. Supp. 818. When the interference with the beneficial enjoyment is through no fault of the lessor, but through acts of private persons, there is still liability for rent. *Birch v. Favilla,* 101 N. Y. Supp. 970. But, upon the other hand, if the interference with or destruction of the beneficial interest to the tenant is by the lessor, the tenant may abandon the premises and have a good defense against a claim for rent. *O'Neil v. Manget,* 44 Mo. App. 279; *Myers v. Bernstein,* 104 N. Y. Supp. 348. Yet